THE MASTER:—In this case, after the decision reported in 25 O.L.R. 492, an order was issued, on the application of the defendants made on the 4th March, 1912, for directions as to the trial of the third party issue. This order, though dated on the 4th March, was not really issued on that day. The entry made in my book is, "Order to go in usual form when settled by parties." This was apparently not done until the 30th March, which is the date of entry and of admission of service on the solicitors of the plaintiff and the third parties.

The case came on for trial about a year later, and the judgment then given is to be found in 4 O.W.N. 884.

From this judgment the third parties launched an appeal, in the name of the defendants—who thereupon moved to quash the appeal, on the ground that the order of the 4th March, 1912, did not give any such right. The defendants' motion to quash was thereupon enlarged to allow the third parties to move before me to amend the order as to directions so as to conform to the order made in Deseronto Iron Co. v. Rathbun Co., 11 O.L.R. 433. In my understanding and use of this term, this is what was meant by "the usual form," it having been settled by Sir William Meredith, C.J., in that case.

The motion to amend my order was then made, under Con. Rule 640. But I hardly think that that Rule applies, upon the facts of this case. There was no "accidental slip or omission." What was done was done after a good deal of discussion and various attempts at settlement of the order, as is shewn by the lapse of over three weeks between the 4th and 30th March.

But, perhaps, a remedy can be given under the very wide language of Con. Rule 312 and the decisions on that Rule and the provisions of 36 Vict. ch. 8, where it originally appeared. I refer especially to the judgments of the Court of Appeal in Gilleland v. Wadsworth, 1 A.R. 82, and Peterkin v. MacFarlane, 4 A.R. at pp. 44 and 45. In both of those cases an appeal was allowed from the refusal of the trial Judge to allow an amendment. "To do otherwise would be to avow that a decision by which a party was finally bound was given, not according to the right and justice of the case, but according to what may have been an error or a slip:" per Patterson, J.A. I refer also to what I said in Muir v. Guinane, 10 O.L.R. 367, on a similar question. See, too, Yearly Practice, 1912 (Red Book), vol. 1, p. 352, and cases cited.

As the order of the 4th March, 1912, provided, in cl. 1, that "the third parties shall be bound by the result of the trial between the plaintiff and the applicants (defendants)," the